

EXHIBIT 14

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Dream Medical Group, LLC and
Joseph Agresti,

C.A. No.: 2022-CP-23-0576

Plaintiffs,

AMENDED COMPLAINT

vs.

Church Enterprises, Inc.
Edwin N. "Chuck" Church, Jr.
Kirsten G. Church
Jean P. Church
Betsy J. Anderson
Bridging Interests, LLC
David Terhune, Jr.
Jamie Fuller
Ronald Szczepanski
Bruce Investments, LLC
John Donald Pitner
Tommie J Bryant
Invictus Maneo Real Estate, LLC
Vivien W. Teng
Austin Ohly
Jason Deyo
SHTAH, Inc.
Joshua Patrick Crowe
Michael Gonzalez
Michael Joseph Kelley
Stevan Nolan Patrick
Gemini Ventures, LLC
Clayton R. May
Jim W. Saxon
Jeremy L. Slouder
Andrew L. Anderson
Lance Eason
Nothing Wasted Foods II, Inc.
Tony Stewart
Michael Joseph Kelley
MCT Enterprises, LLC
Ryan Bilton
Paris Mountain Holdings, LLC
KKY Enterprise, Inc.
Michael Wagner

Garry Brumels)
Bradley Burkholder)
Mark A. Cabrera)
Wild Frontier, LLC)
Marshall D. Davis)
Chad L. Eisenga)
James R. Goff)
Gary F. Caldwell)
Monica E. Daniel)
Abbott W. Dees)
James Walter Scott Fuller)
Mr. Adaobi Dhinelo Gwacham)
Charles Kert Hartsel, Jr.)
Douglas K. Jordan)
Asher Collins, Inc.)
William M. Lane)
Stephen D. Lowery)
Evelyn L. Hines)
Todd David Kanzinger)
Mowry Ave Hospitality, LLC)
John W. Leary)
Ryan Powell)
P&C Enterprises of Ohio, LLC)
Randolph J. Saxon)
Simpson Enterprises, LLC)
Kevin Skarin)
Gary M. Soriano)
Chad Saxon)
Robert Shaffer)
Brian A. Siktberg)
Ryan Smith)
Christopher Scott Spires)
Stevan Stein)
Robert S. Swindler,)
Swindler Revocable Family Trust)
Michael A. Wade Enterprises, LLC)
Evan Williamson)
Benjamin Swanson)
Vincent W. Teng)
Brian Wenger)
Richardson Poultry Group, LLC)
Becston, Inc.)
)
Defendants.)

COME NOW the Plaintiffs, Dream Medical Group, LLC and Joseph Agresti, who would allege and show as follows for their Amended Complaint against all Defendants:

Parties, Jurisdiction, and Venue

1. Plaintiff Dream Medical Group, LLC (“Dream”) is a limited liability company organized under Delaware law.

2. Dream’s sole member is Agresti Family Ventures, LLC, another Delaware limited liability company, the sole members of which are Plaintiff Joseph Agresti (“Agresti”) and his wife.

3. Agresti (and his wife) are residents and citizens of Montgomery County, Texas.

4. Based on the allegations above, all Plaintiffs are residents and citizens of the State of Texas.

5. Defendant Church Enterprises, Inc. is a corporation organized and existing under the laws of the State of South Carolina whose principal place of business is in South Carolina.

6. Defendant Edwin N. “Chuck” Church is a resident and citizen of South Carolina.

7. Kirsten G. Church is a resident and citizen of South Carolina.

8. Defendant Jean P. Church is a resident and citizen of Virginia.

9. Defendant Betsy J. Anderson is a resident and citizen of Virginia.

10. Defendant Bridging Interests, LLC is a limited liability company organized and existing under the laws of the State of Georgia.

11. Defendant David Terhune, Jr. is an individual resident and citizen of Illinois.

12. Defendant Jamie Fuller is an individual resident and citizen of Wisconsin.

13. Defendant Ronald Szcepanski is a resident and citizen of Greenville County, South Carolina.

14. Defendant Bruce Investments, LLC is a limited liability company organized and existing under the laws of the State of Missouri.

15. Defendant John Donald Pitner is a resident of South Carolina.

16. The remaining Defendants are residents of the jurisdictions identified in the list appended hereto as Exhibit 1.

17. This Court has subject matter jurisdiction over the claims brought herein, and personal jurisdiction over the Defendants. The Defendants have separately and severally purposefully availed themselves of the privilege of doing business in South Carolina through their dealings with and “investments” in Old South and with its owner, Brendan Church, who is a citizen and resident of Greenville County, South Carolina.

18. Venue is proper in this County, in that a substantial portion of the acts or omissions occurred herein.

Summary

19. This is an action arising under the Statute of Elizabeth, S.C. Code Ann. § 27-23-10 and for a civil conspiracy between Defendants (on the one hand) and Brendan Church and Old South Trading Co., LLC (“Brendan” and “Old South”) (on the other) to defraud the Plaintiffs, Dream and Agresti, regarding over \$5 million in debt owed by Brendan and Old South to Dream/Agresti. Plaintiffs further seek imposition of a constructive trust.

20. Dream/Agresti had business dealings with Brendan/Old South which led to those parties’ entry into a May 5, 2020 “Resolution Agreement,” under which Brendan and Old South promised to refund \$5.5 million in money prepaid by Dream and Agresti and deliver certain other prepaid but undelivered PPE masks. Brendan and Old South breached that Resolution Agreement in May 2020 by refusing to pay the \$5.5 million refund owed (and in other ways not relevant),

leading Dream and Agresti to commence an arbitration proceeding (the “Arbitration”) against Brendan and Old South. On January 10, 2022, the Panel presiding in the Arbitration issued an Award in favor of the Plaintiffs (Dream and Agresti, as well as the two co-Plaintiffs) and against Brendan and Old South for the following:

- \$5,188,459 in remaining damages under the Resolution Agreement (net of a few partial payments)
- \$262,636 in attorneys’ fees
- \$89,136.16 in unrecovered expenses of arbitration (arbitrator fees and AAA administrative fees)
- **TOTAL: \$5,540,231.16**

Any amounts not paid within 30 days of the Award are to accrue interest at four percent. Brendan/Old South have owed these monies to Dream/Agresti since May 2020, and the recent Award confirms the prior debt.

21. Defendants are all investors, though they are ostensibly creditors, in Old South, which is owned by Brendan. However, Defendants are not at arms-length with Brendan. Brendan is the son of Defendants Edwin N. “Chuck” Church, Jr. and Kirsten G. Church, and he is the grandson of both Defendant Jean P. Church and Defendant Betsy J. Anderson. Defendants Edwin N. “Chuck” Church, Jr./Church Enterprises, Inc. is a Chick-Fil-A franchisee. Many of the other Defendants are also Chick-Fil-A franchisees – that is how the Church family recruited them as “investors.” During the Arbitration, Brendan admitted that he and Old South were paying these Defendants (and potentially other “investors,” though Dream and Agresti do not know their identities) 10 percent *per month* on their aggregate investments, for over a year, while Brendan and Old South were unlawfully refusing to pay the \$5+ million they owed to Dream and Agresti.

Defendants were aware that Brendan and Old South owed these monies to Dream and Agresti, and they agreed with Brendan's and Old South's strategy to refuse payment of the debt owed to Dream and Agresti while Brendan and Old South instead paid astonishingly rich rates of returns to them. In so doing, Brendan and Old South transferred most if not all of the \$5+ million they owed to Agresti and Dream to Defendants, effecting a fraudulent transfer.

22. This action seeks recovery of the amounts owed to Dream and Agresti – amounts which Brendan and Old South either fraudulently transferred to the Defendants, or transferred pursuant to a civil conspiracy between Brendan/Old South and the Defendants to deprive Dream and Agresti of what was owed to them.

Factual Background

23. On or about April 16, 2020, Agresti prepaid Brendan and Old South \$11.5 million for five million KN95 masks. Church/Old South did not deliver those masks as promised, leading to those parties' May 5, 2020 Resolution Agreement, under which Brendan/Old South promised to refund \$5.5 million to Dream/Agresti and to deliver certain quantities of masks. Brendan/Old South refused to make the refund, leading to the eventual Arbitration.

24. In or before May 2020, or thereafter, each of the Defendants "invested" substantial sums in Old South and Brendan – Brendan told him in that time frame that he/Old South had \$10+ million in such investments. Brendan/Old South promised and paid the Defendants returns on their capital investments of 10 percent per month – an astonishing **120 percent** annually. Brendan told Agresti that his total investor payout exceeded \$1 million per month (10 percent per month on the \$10+ million in investments).

25. Brendan/Old South in fact paid these 10 percent per month returns in that amount for some time, both before and well after May 2020. Though it was not known to Agresti and

Dream at the time, Brendan/Old South was in fact using the \$11.5 million in prepayments Brendan/Old South had received from Dream/Agresti in April 2020, which included the \$5.5 million in refunds Brendan/Old South promised to make on May 5, 2020, to pay the Defendants – his family and friend “investors” – the 120% annual returns. Brendan/Old South continued to pay Defendants after May 5, 2020, and for many months thereafter, while refusing to pay Dream/Agresti what was owed them, analogous a Ponzi scheme (analogous, and not identical, because Agresti and Dream were not investors being given returns).

26. Given the astronomical rate of return Brendan/Old South were paying, as well as the “family and friend” insider relationships between Defendants and Brendan/Old South forming the basis of Defendants’ investments, Defendants had at least constructive knowledge that Brendan/Old South were attempting to defraud their creditors, including Dream/Agresti, in connection with the debt owed by Brendan/Old South to Dream/Agresti. Further, given the family relationship between Brendan and many of the Defendants (Chuck Church, Kirsten Church, Jean Church, and Betsy Anderson), said Defendants had actual knowledge that Brendan/Old South was using Dream’s/Agresti’s money to pay them in the manner of a Ponzi scheme. By way of one example, attached as Exhibit 1, in the list of Defendants and their contact information, is the interest paid to most of the Defendants during the month of August, 2020. Over \$1.5 million in interest was paid by Brendan to these “investors” during that month at the 10% per month rate.

27. In pre-Arbitration efforts to stave off Agresti’s commencement of the Arbitration, Brendan told Agresti that his father (Chuck Church), his mother, his grandmothers, and other Chick-Fil-A franchisee Defendants (the “Franchisees”) were “investors” in Old South, and that he did not want his father or the other Franchisees to lose their livelihoods. Agresti relied on Brendan’s pleas and assured Brendan that he (Agresti) would withhold taking action and would

give Brendan time to pay. But all the while during the Summer of 2020, and unbeknownst to Agresti, Brendan was fraudulently transferring the \$5.5 million Agresti was owed by paying the 120 percent annual return to the Defendants and to John Does 1-50. When Brendan still would not pay after several months of patience, Dream/Agresti were forced to commence the Arbitration in late August 2020 for recovery of its \$5.5 million from Church/Old South. Yet Agresti still did not learn how his money had been misappropriated – how Brendan had literally stolen from him through Brendan’s “investment” vehicles with Defendants – until the trial of the Arbitration.

28. From May 2020 through May 2021, Brendan and Old South paid Defendants and John Does 1-50 millions in returns – as much as what Brendan and Old South had wrongfully taken from Dream/Agresti and were withholding and refusing to pay. Furthermore, in November 2020, while still having refused to pay the debt he owed to Agresti/Dream, Brendan closed on the purchase of a lake house on Lake Keowee in Pickens County, South Carolina for over \$2.7 million – ostensibly with a portion of Agresti/Dream’s funds.

29. At some point in 2020, Brendan and Old South reduced the rate of return they were paying the Defendant investors to two percent per month – an 80% reduction in return, yet returns which were and are still breathtakingly high. Defendants’ conduct is participatory in Brendan’s and Old South’s fraud and, especially for the Franchisees, disappointingly flouts the sincere and esteemed values of Chick-Fil-A as embodied in its founders, the Cathy family.¹

¹ From <https://www.chick-fil-a.com/careers/culture> –

From the beginning, Truett [Cathy] based his business on Biblical principles that he believed were also good business principles, and since 1982, our Corporate Purpose has guided all that we do. We keep our Purpose front and center because it helps us to steward our business and our work to positively influence everyone we meet.

"To glorify God by being a faithful steward of all that is entrusted to us. To have a positive influence on all who come in contact with Chick-fil-A."

30. Given their refusal to pay the debt even after litigation and even after the Award was entered, Brendan and Old South have claimed that they lack the resources at this juncture to pay the debt owed to Agresti and Dream.

Causes of Action

**FOR FIRST CAUSE OF ACTION
(Constructive Trust)**

31. Plaintiffs reallege and adopt by reference all prior allegations of the Complaint, as if set forth fully herein.

32. Defendants obtained Plaintiffs' money through a fraudulent scheme through which Brendan enriched his friends and family by transferring Plaintiffs' money to them – all in derogation of Plaintiffs' rights to the same.

33. Defendants obtained money which does not equitably belong to them and which they cannot in good conscience retain or withhold from Plaintiffs who are beneficially entitled to it.

34. Plaintiffs are entitled to the imposition of a constructive trust on funds in the possession of Defendants and are entitled to have said funds returned to Plaintiffs. Plaintiffs request that the Court direct Defendants to provide an accounting of all monies paid to Defendants by Brendan/Old South, and that the Court impose a constructive trust over all monies paid by Brendan/Old South to Defendants and. Plaintiffs further request that the Court direct Defendants to disgorge all monies paid by Brendan/Old South to Defendants and, and that the Court award such funds to Plaintiffs in such amounts as are necessary to pay the amount of the Award in Plaintiffs' favor, together with attorney's fees and the costs of this action.

**FOR SECOND CAUSE OF ACTION
(Fraudulent Conveyance - Statute of Elizabeth)**

35. Plaintiffs reallege and adopt by reference all prior allegations of the Complaint, as if set forth fully herein.

36. This claim is brought pursuant to the Statute of Elizabeth, S.C. Code § 27-23-10.

37. At the time Brendan and Old South made transfers to Defendants, Brendan and Old South were indebted to Dream/Agresti.

38. Brendan and Old South made the transfers to Defendants voluntarily. In point of fact, Brendan/Old South had the unilateral ability to reduce the returns being paid to Defendants . As noted above, Brendan and Old South reduced those returns by 80 percent in or around the time Brendan/Old South ran out of cash (specifically, once they ran out of Agresti/Dream's \$5.5 million), yet still paid 24% annual returns to these investors while refusing to pay Dream/Agresti.

39. Brendan and Old South failed to retain sufficient property to pay indebtedness to Plaintiffs. In fact, Brendan and Old South deliberately divested themselves of assets by transfers to the Defendants of several million dollars– as much as and likely more than what was owed to Plaintiffs – in order to avoid the obligations they owe to Plaintiffs.

40. The transfers to Defendants were effected without consideration at a time in which Brendan/Old South were indebted to Plaintiffs, and the result of which Brendan/Old South lacks sufficient assets to pay Plaintiffs.

41. As an alternative to paragraph 40, the transfers made to Defendants were made for consideration, but were made by Brendan/Old South with the actual intent of defrauding Plaintiffs.

42. Plaintiffs are entitled to an Order requiring Defendants to return to Plaintiffs all funds transferred to Defendants in violation of S.C. Code § 27-23-10, along with attorney's fees and the costs of this action.

**FOR A THIRD CAUSE OF ACTION
(Civil Conspiracy)**

43. Plaintiffs reallege and adopt by reference all prior allegations of the Complaint, as if set forth fully herein.

44. Brendan/Old South and Defendants entered into an agreement, express or implied, to deprive Plaintiffs of the ability to recover the \$5.5 million owed by Brendan/Old South to Plaintiffs.

45. Brendan/Old South and Defendants committed acts in furtherance of the agreement identified above by, among other things, (a) entering into sham or bogus investment contracts under which Defendants were being paid 120% annual returns or 24% annual returns – as a front for absconding with Plaintiffs' \$5.5 million; (b) paying (in the case of Brendan/Old South) and receiving (in the case of Defendants) millions of dollars of funds – funds which belonged to Plaintiffs and which Brendan/Old South specifically acknowledged were owed to Plaintiffs.

46. As a proximate result of the foregoing, Plaintiffs have been damaged.

47. Plaintiffs demand judgment against Defendants in such amount of compensatory and punitive damages as may be proven at trial, together with interest and costs, as well as attorneys' fees and such further relief to which Plaintiffs may demonstrate entitlement.

**FOR A FOURTH CAUSE OF ACTION
(Unjust Enrichment)**

48. Plaintiffs reallege and adopt by reference all prior allegations of the Complaint, as if set forth fully herein.

49. Defendants have received monies which, in equity and good conscience, belong to Plaintiffs. Specifically, Defendants received the \$5.5 million owed to Agresti and Dream which

were misappropriated by Church and Old South and fraudulently transferred to Defendants under the guise of “investment” returns.

50. Defendants have been unjustly enriched to the detriment of Plaintiffs.

51. Plaintiffs request that the Court direct Defendants to provide an accounting of all monies paid to Defendants by Brendan/Old South, and that the Court impose a constructive trust over all monies paid by Brendan/Old South to Defendants. Plaintiffs further request that the Court direct Defendants to disgorge all monies paid by Brendan/Old South to Defendants, and that the Court award such funds to Plaintiffs in such amounts as are necessary to pay the amount of the Award in Plaintiffs’ favor, together with attorney’s fees and the costs of this action.

Prayer for Relief

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

a. Plaintiffs request that the Court direct Defendants to provide an accounting of all monies paid to Defendants by Brendan/Old South, and that the Court impose a constructive trust over all monies paid by Brendan/Old South to Defendants;

b. Plaintiffs request that the Court direct Defendants to disgorge all monies paid by Brendan/Old South to Defendants, and that the Court award such funds to Plaintiffs in such amounts as are necessary to pay the amount of the Award in Plaintiffs’ favor, together with the relief provided in subsections d. and e. below;

c. Plaintiffs request that the Court enter a judgment against Defendants for actual damages and for punitive damages if warranted by the facts proven at trial;

d. Plaintiffs request that the Court award reasonable attorneys’ fees and costs to Plaintiffs in connection with this action; and

e. Plaintiffs request such further relief as may be just and proper.

FAYSSOUX & LANDIS, PA

s/ Paul S. Landis

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(*Pro Hac Vice*)

Attorneys for Plaintiffs

March 2, 2022

DATE	PAYEE NAME	ADDRESS	AMOUNT	DESIGNATION
8/26/2020	Betsy J Anderson	Halfax, VA 24558	\$ 24,294.00	August Interest Payment
8/27/2020	Tommie J Bryant	Greenwood, SC 29649	\$ 225.80	August Interest Payment
8/27/2020	Invictus Maneo Real Estate, LLC	Taylors, SC 29687	\$ 5,167.70	August Interest Payment
8/27/2020	Vivien W. Teng	Richardson, TX 75082	\$ 3,077.40	August Interest Payment
8/27/2020	Austin Ohly	Greer SC 29650	\$ 2,012.90	August Interest Payment
8/27/2020	John Donald Pitner	Mt. Pleasant, SC 29468	\$ 11,032.00	August Interest Payment
8/28/2020	Jason Deyo	Pearland, TX 77584	\$ 10,000.00	August Interest Payment
8/28/2020	SHTAH, Inc.	McCordsville, IN 46055	\$ 5,000.00	August Interest Payment
8/28/2020	Joshua Patrick Crowe	Dublin, OH 43016	\$ 5,000.00	August Interest Payment
8/28/2020	Michael Gonzalez	San Diego, CA 92139	\$ 5,000.00	August Interest Payment
8/28/2020	Michael Joseph Kelley	Vero Beach, FL 32980	\$ 15,000.00	August Interest Payment
8/28/2020	Stevan Nolan Patrick	Farmingdale, NY 11735	\$ 5,000.00	August Interest Payment
8/31/2020	Gemini Ventures, LLC	Liberty, UT 84310	\$ 110,000.00	Initial Investment and August Interest
8/31/2020	Clayton R. May	Pico Rivera, CA 90680	\$ 110,000.00	Initial Investment and August Interest
8/31/2020	Jim W. Saxon	Greenville, SC 29608	\$ 110,000.00	Initial Investment and August Interest
8/31/2020	Jeremy L. Stouder	Concord, NC 28052	\$ 90,000.00	Partial Initial Investment and August Interest
8/31/2020	Andrew L. Anderson	Ardmore, OK 73402	\$ 440,000.00	Initial Investment and August Interest
8/31/2020	Lance Eason	Tyler, TX 75703	\$ 220,000.00	Initial Investment and August Interest
8/31/2020	Nothing Wasted Foods II	Jonesboro, AR 72401	\$ 55,000.00	Initial Investment and August Interest
8/31/2020	Tony Stewart	Newport Beach, CA 92680	\$ 20,000.00	August Interest Payment
8/31/2020	Michael Joseph Kelley	Vero Beach, FL 32980	\$ 451.60	August Interest 2%
8/31/2020	MCT Enterprises	Piedmont, SC 29673	\$ 48,000.00	Partial Initial Investment and August Interest
8/31/2020	Ryan Bitton	Chino Hills, CA 91709	\$ 2,232.25	August Interest Payment
8/31/2020	Paris Mountain Holdings, LLC	Taylors, SC 29687	\$ 10,000.00	August Interest Payment
7/31/2020	KKY Enterprise, Inc.	Dumfries, VA 22025	\$ 5,000.00	July Interest
8/31/2020	Michael Wagner	Downers Grove, IL 60515	\$ 165,000.00	Initial Investment and August Interest
8/31/2020	Garry Brumels	Norwalk, IA 50211	\$ 2,500.00	August Interest Payment
8/31/2020	Bradley Burkholder	Elizabethtown, PA 17022	\$ 6,161.20	August Interest Payment
8/31/2020	Mark A. Cabrera	Naperville, IL 60564-2011	\$ 7,500.00	August Interest Payment
8/31/2020	Wild Frontier, LLC	Greensboro, NC 27455	\$ 7,951.60	August Interest Payment
8/31/2020	Marshall D. Davis, III	Guyton, GA 31312	\$ 10,000.00	August Interest Payment
8/31/2020	Chad L. Eisenga	Sioux City, IA 51106	\$ 2,500.00	August Interest Payment
8/31/2020	James R. Goff	Inman, SC 29349	\$ 14,000.00	August Interest Payment

8/31/2020 Gary F. Caldwell	Greenville, SC 29615	\$	5,322.60	August Interest Payment
8/31/2020 Monica E. Daniel	Sun Prairie WI 53590	\$	10,000.00	August Interest Payment
8/31/2020 Abbott W. Dees	Grimesland, NC 27837	\$	5,000.00	August Interest Payment
8/31/2020 James Walter Scott Fuller	Madison, WI 53717	\$	15,000.00	August Interest Payment
8/31/2020 Mr. Adaobi Dhinelo Gwacham	Altadena, CA 91001	\$	10,000.00	August Interest Payment
8/31/2020 Charles Kert Hartsel, Jr.	Talors, SC 29687	\$	10,000.00	August Interest Payment
8/31/2020 Douglas K. Jordan	Williamston, SC 29697	\$	10,000.00	August Interest Payment
8/31/2020 Asher Collins, Inc.	Houston, TX 77081	\$	10,000.00	August Interest Payment
8/31/2020 William M. Lane	Greer, SC 29651	\$	5,500.00	August Interest Payment
8/31/2020 Stephen D. Lowery	Billings, MO 65610	\$	5,000.00	August Interest Payment
8/31/2020 Evelyn L. Hines	Nalhate, VA 24577	\$	100.00	August Interest Payment
8/31/2020 Todd David Kanzinger	Garnet Valley, PA 19060	\$	10,000.00	August Interest Payment
8/31/2020 Mowry Ave. Hospitality, LLC	Fremont, CA 94538	\$	10,774.20	August Interest Payment
8/31/2020 John W. Leary	Gaffney, SC 29341	\$	10,000.00	August Interest Payment
8/31/2020 Ryan Powell	Edgewood, WA 98372	\$	770.97	August Interest Payment
8/31/2020 P&C Enterprises of Ohio, LLC	Blacklick, OH 43004	\$	5,000.00	August Interest Payment
8/31/2020 Randolph J. Saxon	Piedmont, SC 29673	\$	15,419.40	August Interest Payment
8/31/2020 Simpson Enterprises, LLC	Seal Beach, CA 90740	\$	10,000.00	August Interest Payment
8/31/2020 Kevin Skarin	Homer Glen, IL 60491	\$	20,000.00	August Interest Payment
8/31/2020 Gary M. Soriano	Montgomery, AL 36124	\$	25,000.00	August Interest Payment
8/31/2020 Chad Saxon	Easley, SC 29642	\$	20,000.00	August Interest Payment
8/31/2020 Robert Shaffer	Oxnard, CA 93036	\$	5,500.00	August Interest Payment
8/31/2020 Brian A. Silktberg	Powell, OH 43065	\$	5,451.60	August Interest Payment
8/31/2020 Ryan Smith	Reno, NV 89521	\$	55,000.00	August Interest Payment
8/31/2020 Christopher Scott Spires	Avor, IN 46123	\$	5,000.00	August Interest Payment
8/31/2020 Stevan Stein	Glen Haven, CO 80532	\$	45,000.00	August Interest Payment
8/31/2020 Robert S. Swindler	Lake St. Louis, MO 63367	\$	6,500.00	August Interest Payment
8/31/2020 David Terhune	Wheaton, IL 60187	\$	15,000.00	August Interest Payment
8/31/2020 Michael A. Wade, Enterprises, LLC	Bluefield, WV 24701	\$	5,354.80	August Interest Payment
8/31/2020 Evan Williamson	Terre Haute, IN 47802	\$	5,000.00	August Interest Payment
8/31/2020 Benjamin Swanson	Simpsonville, SC 29680	\$	40,000.00	August Interest Payment
8/31/2020 Vincent W. Teng	Katy, TX 77450	\$	3,787.76	August Interest Payment
8/31/2020 Bridging Interests, LLC	Hapeville, GA 30354	\$	26,774.00	August Interest Payment
8/31/2020 Brian Wenger	Trallord, PA 15085	\$	5,000.00	August Interest Payment

8/31/2020 Richardson Poultry Group, LLC	Paducah, KY 42001	\$ 10,000.00	August Interest Payment
8/31/2020 Becston, Inc.	Greenville, SC 29607	\$ 75,000.00	August Interest Payment
		\$ 2,048,361.78	total paid

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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Becston, Inc.

Defendants.

CONSENT ORDER REGARDING RESPONSE TO COMPLAINT

By motion and consent of the undersigned and pursuant to Rule 12, SCRCP, the Defendants shall have until the later of 30 days from service (subject to extension by agreement of counsel or Court Order) or May 23, 2022 to respond to the Amended Complaint in this matter. Due to the number of Defendants involved and the varying service dates, Counsel for certain of the Defendants has made this motion in the interest of judicial economy and in the hopes of streamlining the response. The parties further ask that any motion be set for hearing in the June 20, 2022 motions term if possible.

We so move.

s/ Sarah P. Spruill
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Patrick Crowe, Jim W. Saxon, Randolph J. Saxon,
Chad Saxon, Simpson Enterprises, LLC, John W.
Leary, and Stevan Nolan Patrick (more in process)

We consent.

s/ Paul S. Landis
Paul S. Landis, S.C. Bar No. 76120
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Greenville, SC 29601
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paul@fayssouxlaw.com
Attorneys for the Plaintiffs

March 29, 2022
Greenville, South Carolina

IT IS SO ORDERED.

s/_____

Chief Administrative Judge,
Thirteenth Judicial Circuit

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Greenville Common Pleas

Case Caption: Dream Medical Group Llc , plaintiff, et al vs. Church Enterprises Inc ,
defendant, et al
Case Number: 2022CP2300576
Type: Order/Consent Order

So Ordered

s/Letitia H. Verdin, SC Judge 2162

Electronically signed on 2022-03-31 16:24:52 page 5 of 5

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